

THE STATE OF TEXAS

BID # L24456

ORDINANCE #

2013-0348

COUNTY OF HARRIS

CONTRACT # 4600012167

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR GLASS REPLACEMENT AND REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **RANGER SPECIALIZED GLASS, INC.** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Ranger Specialized Glass, Inc.
19301 Aldine Westfield
Houston, Texas 77073
Phone: 281-821-3777
Fax: 281-821-3785

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
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- E. DRUG POLICY COMPLIANCE AGREEMENT
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- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

3.0 PARTS INCORPORATED:

- 3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

- 4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

- 5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 **SIGNATURES:**

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

RANGER SPECIALIZED GLASS, INC.

WITNESS (if not a corporation):

By: 

Name: Kathy Wallace

Title: Asst.

By: 

Name: Jan Hiltbrand

Title: Secretary

Federal Tax ID Number: 76-0375715

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

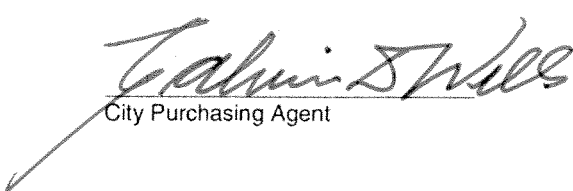
Signed by:


City Secretary


Mayor

APPROVED:

COUNTERSIGNED BY:


City Purchasing Agent


City Controller

DATE COUNTERSIGNED:

6-25-13

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

5-31-2013

Legal Assistant



II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.0 INDEMNIFICATION PROCEDURES:

- 3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - 3.1.1 a description of the indemnification event in reasonable detail,
 - 3.1.2 the basis on which indemnification may be due, and
 - 3.1.3 the anticipated amount of the indemnified loss.
- 3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 3.3 Defense of Claims
 - 3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 3.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

4.0 INSURANCE:

- 4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:
 - 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
 - 4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

4.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

5.0 WARRANTIES:

5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

5.2 With respect to any parts and goods furnished by it, Contractor warrants:

5.2.1 that all items are free of defects in title, material, and workmanship,

5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

6.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **15%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

- 2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT:

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

- 4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$23,513.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES:

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor]
countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

- 4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;

- 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

- 1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS:

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES:

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

- 9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

- 10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

- 11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL:

- 12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

- 13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

- 14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

- 15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
- 15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

- 16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

- 17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

SCOPE OF WORK

1.0 BACKGROUND:

- 1.1 This contract is for the replacement or repair of any structural glass product used by the City of Houston (herein referred to as the "City"). The Contractor awarded this contract shall have the experience and technical ability to accomplish any glass replacement or repair work needed by the City.

2.0 SCOPE OF SERVICES:

- 2.1 Contractor's responsibility shall include, but is not limited to; providing glass replacement and repair services, securing/boarding of windows, doors, and other glass installation prior to an emergency condition, providing sufficient personnel to respond to the needs of the City, providing all materials and equipment, installing glass windows on ground level or multi-story buildings, replacing glass doors, providing custom metal work, mirrors, tinted glass, and custom cut glass, securing buildings with glass damage, ordering materials, and disposing of glass and other materials as a result of providing glass replacement and repair services.
- 2.2 In the event of a threat of an emergency condition, such as a hurricane or other situations where substantial damage is imminent, the Contractor shall provide sufficient personnel and necessary materials to protect City property. Contractor shall be responsible for the securing/boarding of windows, doors, and other glass installations prior to the event as directed by the City department. After the event, the Contractor shall remove and retain all Contractor-owned property used to secure City property. All Contractor-owned property shall be clean, properly maintained and properly secured when not in use.
- 2.3 Contractor shall provide all labor, materials, equipment, tools, permits, supervision, transportation, and training necessary for glass replacement and repair services. Equipment shall include, but is not limited to, scissor-lifts, bucket trucks, high-reach lifting devices, narrow lift (pass through 36" door), and scaffolding. Contractor shall have an adequate supply of material in inventory for emergency and non-emergency requests. Materials shall be clean, properly maintained and properly secured at the Contractor's place of business.
- 2.4 Contractor shall respond to all requests from City departments for emergency and non-emergency glass replacement and repair services. Contractor shall perform all steps reasonably necessary to protect City property and persons from harm. Failure to perform repairs in a prompt and professional manner may result in termination of the Contract.
- 2.5 The General Service Department may require at some point in the contract that a Work Order from the Department be given to the contractor to be used to track the request and other information pertaining to the request. Additional information is described in Section 18.

3.0 WORK COORDINATION:

- 3.1 Prior to beginning any work, the Contractor shall contact the appropriate City department and request the name and telephone number of the person charged with the responsibility of authorizing the requested service. Unless otherwise notified, this person shall be the prime contact during the service period.
- 3.2 When a City department needs glass replacement or repair service, the initial procedure shall be as follows:
- 3.2.1 The City department shall contact the Contractor via a 24-hour telephone number and request glass replacement and/or repair services.
- 3.2.2 General Service Department (GSD) (Only) - On non-emergency services, GDS shall provide the contractor with a work order number for the work being request per job. On emergency work request, a work order number shall be obtained on the following business day. The process is explained in Section 18.
- 3.2.3 Contractor shall provide a complete cost estimate (that includes all possible cost, such as shop cost, set-up, etc.) along with an estimated completion time to the City department within two (2) working days for non-emergency service and by 10 a.m. the next business day.

- 3.2.4 The City department shall review the estimate. If the City department is in agreement with the description of services and associated cost, the City department will sign the cost estimate and return it to the Contractor via e-mail or fax. NO WORK SHALL COMMENCE UNTIL THIS ESTIMATE IS SIGNED.
- 3.2.5 Contractor shall acknowledge receipt of the signed cost estimate by sending an e-mail or fax to the City department.
- 3.2.6 Contractor shall immediately dispatch a Project Manager or designee and personnel to the City property. The Project Manager or designee shall oversee the work through completion. The Project Manager or designee shall not be removed from the project without prior written consent by the prime contact in the City department.
- 3.2.7 The contractor's employee(s) shall sign in and out at all City of Houston locations.
- 3.2.8 Contractor shall complete the work within the time stated in the cost estimate and notify the City department by e-mail or fax when work is complete.
- 3.29 The contractor shall keep an accurate account of work and cost that has been done in an Excel spreadsheet, and provide the information to the Department as requested.

4.0 LABOR HOURS TIME DESIGNATIONS:

- 4.1 For this glass replacement and repair contract, time designations shall be as follows:
 - 4.1.1 REGULAR HOURS shall be 7:00 a.m. through 5:00 p.m. Monday through Friday.
 - 4.1.2 OVERTIME HOURS shall be 5:01 p.m. through 6:59 a.m. Monday through Friday.
 - 4.1.3 SATURDAY/SUNDAY REGULAR HOURS shall be 7:00 a.m. through 5:00 p.m., Saturday through Sunday.
 - 4.1.4 SATURDAY/SUNDAY OVERTIME HOURS shall be 5:01 p.m. through 6:59 a.m. Saturday through Monday.
 - 4.1.5 EMERGENCY HOURS shall be any time (24/7).
 - 4.1.6 HOLIDAY HOURS shall be 12:00 a.m. through 11:59 p.m. on an Official City of Houston Holiday approved by Houston City Council.

5.0 EMERGENCY RESPONSE:

- 5.1 In the event of an actual emergency condition, such as a hurricane, tornado, hail, fire, breach of building security, or other situation where substantial damage has occurred, the Contractor shall provide sufficient personnel and materials to protect City property and ensure uninterrupted service at all damaged City properties. The City will prioritize the work and notify the Contractor.
- 5.2 Emergency services shall include, but is not limited to, securing/boarding of windows to prevent property damage and replacing or repairing damaged glass.
- 5.3 Project Manager or designee and personnel must be onsite within four (4) hours of notification by the City department. The Project Manager or designee and personnel shall remain at the damaged property for the period of time necessary to complete repairs with available materials or to secure and waterproof damaged areas while materials are being ordered.
- 5.4 After the event, the Contractor shall remove and retain all Contractor-owned property used to secure City property. All Contractor-owned property shall be clean, properly maintained and properly secured when not in use.

6.0 SPECIAL ORDER GLASS:

- 6.1 For any glass that the Contractor must special order, the procedure shall be as follows:
 - 6.1.1 Contractor shall notify the City department in writing via e-mail of the need to place a special order for glass.

- 6.1.2 Contractor shall submit a complete cost estimate via e-mail or fax to the City department within three (3) working days of notification. The cost estimate shall be accompanied by a supplier's' cost estimate. If the Contractor has not received a quote from its supplier within three (3) working days, the Contractor may provide a cost estimate reflecting "rough estimate". WORK SHALL NOT BE APPROVED UNTIL THE CONTRACTOR PROVIDES AN ACCURATE COST ESTIMATE.
- 6.1.3 The City department shall review the cost estimate. If the City department is in agreement with the description of services and associated cost, the City department will sign the estimate and return it to the Contractor via e-mail or fax.
- 6.1.4 Contractor shall acknowledge receipt of the signed cost estimate by sending an e-mail or fax to the City department. NO ORDERS SHALL BE PLACED UNTIL THE CONTRACTOR RECEIVES A SIGNED COST ESTIMATE.
- 6.1.5 Contractor shall commence the work specified in the cost estimate and complete the work within the time stated in the cost estimate. After completion of work, Contractor shall submit a letter of completion to the City department.
- 6.1.6 The City department shall determine if the work is complete and acceptable. If the work is complete and acceptable, the City Department shall sign the letter of completion and return it to the Contractor via e-mail or fax.
- 7.0 TINT MATCHING:**
- 7.1 The City shall furnish the original glass specifications and/or a sample of the tint to be matched.
- 7.2 It shall be the responsibility of the Contractor to obtain a match as close as possible and to obtain approval from the City department prior to installation.
- 7.3 If the Contractor's supplier anticipates any problems in matching the tint required, the Contractor shall notify the City department immediately via e-mail or fax so alternatives can be explored. NO GLASS SHALL BE PRODUCED UNTIL THE CITY DEPARTMENT APPROVES THE ALTERNATE TINT MATCH.
- 8.0 CITY BUILDING CODES:**
- 8.1 All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. Any deficiencies discovered during work or after completion of work shall be immediately corrected by the Contractor. Failure to correct deficiencies shall result in the City having corrections made at the Contractor's expense.
- 9.0 SILENCE OF SPECIFICATIONS:**
- 9.1 The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 10.0 DELIVERY:**
- 10.1 The Contractor agrees to make deliveries only upon receipt of a duly signed and approved cost estimate from the City department. Delivery made without such signed cost estimate shall be at Contractor's risk.
- 11.0 MATERIALS:**
- 11.1 Materials furnished shall be the latest product in production to commercial trade, and shall be of the highest quality. The Manufacturer furnishing the materials shall be experienced in the production of such items and shall furnish evidence of having supplied similar materials that have been in successful operation.
- 12.0 WORK STATEMENT:**
- 12.1 All work shall be of the highest standards prevailing in the industry and in compliance with applicable codes, rules and regulations governing the work.

13.0 PERSONNEL UNIFORMS:

- 13.1 Contractor shall provide uniforms to all personnel. While performing work on City property, personnel shall wear uniforms with the Contractor's name clearly displayed on the shirt, photo identification badges and personal protective equipment.
- 13.2 The uniforms shall reflect positively on the City of Houston. Thus, the City Department Director(s) or Designee reserves the right to approve the uniforms.

14.0 SECURITY AND BADGING (Houston Airport System ONLY):

- 14.1 Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.
- 14.2 All on-site personnel of Contractor, including subcontractors are required to undergo a fingerprint-based criminal history records check.
- 14.3 The cost of badges, which is subject to change, is currently \$55.00 each at IAH and HOU. The cost of badges at EFD is currently \$16.00. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges.
- 14.4 Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges shall be charged for replacement badges at the then current rate.
- 14.5 Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

15.0 SECURITY AND BADGING (Houston Police Department ONLY):

- 15.1 Contractor(s) shall adhere to the Houston Police Department's Criminal Justice Information Services (CJIS) security policy located on the following website:
 - 15.1.1 <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm>

16.0 TRANSPORTATION AND PARKING:

- 16.1 Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City department at the Contractor's expense, if any. All vehicles must be clearly marked with the Contractor's or Subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 16.2 When services are needed at a George Bush Intercontinental Airport, William P. Hobby Airport or Ellington Field, Contractor may park in the terminal area at the Contractor's expense.

17.0 SAFETY:

- 17.1 Safety Program
- 17.2 Contractor shall not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 17.3 Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable, including but not limited to, the following:
 - 17.3.1 Contractor personnel must wear applicable personal protection equipment at all times.
 - 17.3.2 Contractor personnel operating equipment or handling materials must be fully trained in the safe operation of the equipment or materials.
 - 17.3.3 Contractor personnel must follow and apply safety practices prevailing in their applicable industry.

- 17.3.4 Contractor shall mark work areas in locations accessed by the public with appropriate safety signs to protect the public from injury.
- 17.3.5 Contractor shall post safety warnings as necessary to ensure safe operations.
- 17.3.6 When Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing services, Contractor shall immediately notify the City department upon detection of the condition.

18.0 REGULATORY REQUIREMENTS:

- 18.1 To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities. **CONTRACTOR SHALL INDEMNIFY THE CITY FOR ANY CLAIMS, FINES, OR DEMANDS RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH OSHA REQUIREMENTS.**
- 18.2 Accident Reports
 - 18.2.1 Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the Director within one normal working day of occurrence. Contractor shall cooperate with the Houston Airport System Safety Officer, providing written documentation and any information required for their records.
- 18.3 Environmental Requirements
 - 18.3.1 Contractor shall comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions must be coordinated with the Houston Airport System Safety Officer.
- 18.4 Stop-Work
 - 18.4.1 Contractor shall be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If Contractor fails or refuses to promptly comply with safety requirements, the Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

19.0 COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) COMPLIANCE:

- 19.1 The City of Houston General Service Department (GSD) utilizes a CMMS to monitor and track all work progress to better manage finances and to create reporting documents for senior leadership. The City captures this important information through the use of work orders. Additional user licenses are optional, but cost for these shall be purchased by the contractor. The City will utilize a third party contractor to manage system administration functions related to the day to day operations of property management. The third party contractor has been involved in the development of the City's current CMMS system structure and has complete knowledge of its operational parameters.
- 19.2 The City GSD may choose at any time to implement a program requiring the selected contractor to utilize the Sprocket Work Order System (SWOS) to execute all work performed for the City of Houston General Services Department (GSD).
- 19.3 All work will be transmitted from the City GSD to the contractor through the CMMS system and the contractor will monitor, execute and field close work orders with all pertinent information including initial response date (not applicable to PM work orders), field complete date, total job cost billed to the City (includes labor and materials used to complete specific work order that is above and beyond scope included in fixed contract with City), invoice number, and a brief description of the work performed.

- 19.4 The City GSD may provide additional parameters for report formatting at anytime.
- 19.5 The Contractor will bill all work for payment using standard billing practices described in Section 21.
- 19.6 GSD's internal expenditure control policy is as follows:
- 19.6.1 Work orders with a cost estimate less than \$3,000.00, and approved by a GSD Representative can be executed against Service Release Order (SRO number) up on approval.
- 19.6.2 Jobs exceeding \$3,000.00 shall require a written estimate and the issuing of a Purchase Order (PO) number before the work order can be executed by the contractor.
- 19.6.3 Emergency Purchase Orders (E.P.O.'s) can be executed upon verbal approval by a GSD Representative regardless of cost.
- 19.7 Work orders shall not serve as invoicing documents for the contractor. Payments will only be made as described in Section 21.
- 19.8 Work orders are to be field closed electronically upon completion to maximize accuracy to enable GSD managers to provide real-time reporting to upper management.
- 19.9 The (GSD will provide contractor with one (1) Sprocket user license and provide initial Sprocket configuration setup. Three (3) hours of basic SWOS training will be provided by GSD employees free of charge.
- 20.0 LIQUIDATED DAMAGES:**
- 20.1 Understanding
- 20.1.1 Contractor and City agree that the glass replacement and repair services required by this Contract should be performed in an effective and efficient manner to ensure that services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Contract and Exhibits attached thereto are not complied with, City may assess liquidated damages for non-performance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-performance is difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.
- However, under no circumstances shall liquidated damages assessed against Contractor exceed \$10,000.00 in any given Contract year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.
- 20.2 Concept
- 20.2.1 Failure to comply with the requirements of this Contract and more specifically the Section B may result in two types of conditions: correctable and non-correctable.
- 20.2.2 Correctable conditions of non-compliance are those in which the condition can be corrected and the City has suffered no direct monetary loss. In these cases, the Contractor will receive oral or written notice of the details of non-compliance. The Contractor will have an opportunity to correct the unsatisfactory condition within the amount of time as specified by the Department Director or his or her designee. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages will be applied at the Department Director's discretion.
- 20.2.3 Non-correctable conditions are those in which the condition cannot be corrected, and the City has suffered direct monetary loss (e.g., revenue is lost or business operations are interrupted). In those instances, Contractor will be notified either orally or in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages will be applied at the Department Director's discretion.
- 20.2.4 Correctable Conditions Include But Are Not Limited To:
- 20.2.4.1 Failure to provide cost estimate within three (3) working days, Liquidated Damages - Twenty-five (25) dollars for each additional working day.

- 20.2.4.2 Failure to complete work within the agreed upon time. Liquidated Damages - Fifty (50) dollars for each additional working day.
- 20.2.5 Non-Correctable Conditions (NCC) includes but is not limited to:
 - 20.2.5.1 Failure to provide sufficient personnel within four (4) hours for an emergency. Liquidated Damages shall be applied as follows:
 - 20.2.5.1.1 Twenty-five (25) dollars per hour for the first hour and fifty (50) dollars per hour for each subsequent hour.
 - 20.2.5.2 Failure to provide adequate documentation, such as supplier's cost estimates. Liquidated Damages shall be applied as follows:
 - 20.2.5.2.1 Fifty percent (50%) of amount of undocumented or disputed item.
- 20.2.6 Repeat Conditions - After the third repeat condition in a ninety (90) day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of potential cancellation of the liquidated damage assessment for correction of the condition.

20.3 Repeat Conditions

- 20.3.1 The City reserves the right to inspect facilities, procedures, personnel performance, or compliance with any requirement of this Contract an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein, such liquidated damage assessments to accrue for each twenty-four (24) hour period the condition continues to exist. Additionally, excessive repeat violations will justify liquidated damage assessments, even though the condition may have been corrected as required, for example, excessive delays in responding to work requests. The applicable liquidated damages will be applied at the Department Director's discretion. The liquidated damage assessment for non-compliance shall be as contained herein.

21.0 PAYMENTS TYPES:

- 21.1 The contract shall accept all forms of City of Houston payment types, which include but not limited to:
 - 21.1.1 Service Release Order (SRO)
 - 21.1.2 Purchases Orders
 - 21.1.3 Emergency Purchase Orders
 - 21.1.4 Credit Cards

22.0 INVOICING:

- 22.1 Invoices shall be submitted as follows:
 - 22.1.1 The Contractor shall submit for payment in triplicate (one original and two copies) invoices that are on the Contractor's company stationery with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the contract period. On invoices that reflect remedial work where there is a charge for parts/material mark up, contractors will submit with their billing invoice, a copy of the original OEM invoice that reflects what the contractor paid for the OEM parts. Each invoice shall detail the following information:

City contract number and City's Work Order (where applicable)

Contractors Unit number

Contractors Service Ticket

Mileage

Hour meter reading

Address of facility where services were performed

Beginning and ending date of service

Detailed description of service rendered

Itemized listing of new equipment, parts/part numbers, materials or components installed or repaired. If equipment and/or parts are reconditioned, the cost to recondition parts must be listed.

Itemized labor hours and rates.

Subtotal costs for parts and labor listed separately.

22.2 Contractor shall supply a copy of the original invoice from the manufacturer as proof of cost.

22.3 Total invoice cost.

22.4 A copy of the following will be attached to the invoice:

22.4.1 A detailed job estimate with approval signature from the user department authorized representative.

22.4.2 Invoices shall have the approval signature and COH employee number of the Outside Service Section Manager or designee.

22.4.3 Invoices submitted for services performed resulting from Extra Work/Services shall require copies of the user department's representative written request attached to the original and each of the two (2) invoice copies.

22.4.4 Invoices shall reference Contractor's contact person for invoice irregularities.

22.5 Invoice to be submitted to the following City of Houston locations:

City of Houston
Public Works & Engineering Department
Accounts Payable – Service Contract
Attn. Division Manager
P.O. Box 61449
Houston, Texas 77208-1485

City of Houston
Solid Waste Management Department
Attn: Division Manager
PO Box 1562
Houston, TX 77251-1562

City of Houston
Building Services Department
Accounts Payable – Service Contracts
PO Box
Houston TX 77002

The City of Houston
Houston Airport System
IAH, HOU or EFD Airports
Accounts Payable Section
P.O. Box 60106
Houston, TX 77205-0106

The Houston Airport system will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

23.0 WARRANTY:

- 23.1 Contractor shall provide, at a minimum, a twelve (12) month warranty on materials and workmanship. The warranty period shall begin on the day the City department officially accepts the work. Warranty work shall be completed within five (5) working days of notice.
- 23.2 Contractor shall manage and enforce on the City's behalf all manufacturer warranties during the term of the agreement including documentation of any warranty issues and resolution. Contractor will not be entitled to any additional compensation for the management and enforcement of manufacturer warranties.
- 23.3 Contractor shall provide the manufacturer's warranty, which specifies the extent to which the quality or performance of the product is assured and states the conditions under which the product can be returned, replaced, or repaired.

24.0 ADDITIONS & DELETIONS:

- 24.1 The City Purchasing Agent by means of a written authorization to Contractor may add or delete locations and/or service to this Contract. Written notification shall take effect upon the Contractor's receipt of such notice or on such other days as specified therein. As of the effective date, each item added or deleted shall be subject to this Contract, as if it had originally been a part. The rates for labor and materials specified in Exhibit "H" (Fee and Cost) shall be used for locations and/or services added to this Contract.

25.0 ESTIMATED QUANTITIES:

- 25.1 The City reserves the right to increase or decrease the quantities listed, subject to the availability of funds. This project will be awarded as a turnkey project with individual work Orders issued as needed for the completion of specified work.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. Hou Tex Glass ^{SBE} (MAWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. Hou Tex Glass ^{SBE} (MAWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For Information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas.

EXHIBIT "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, Jan Hiltibrand, Secretary as an owner or officer of
Name) (Print/Type)
(Title)

Ranger Specialized Glass Inc. (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

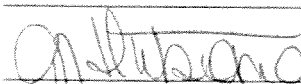
I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

April 9, 2013

Date

Contractor Name Jan Hiltibrand

Signature



Title

Secretary

EXHIBIT "F"

**Contractor's Certification of No Safety Impact Positions
In Performance of a City Contract**

I, Jan Hiltibrand, Secretary as an owner or officer of
(Name) (Print/Type) (Title)

Ranger Specialized Glass Inc (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

April 9, 2013

Date

Contractor Name Ranger Specialized Glass Inc.

Signature



Title

Secretary

ATTACHMENT D

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, Jan Hiltibrand, Secretary as an owner or officer of
(Name) (Print/Type) (Title)

Ranger Specialized Glass Inc. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

April 9, 2013

Date

Contractor Name Ranger Specialized Glass Inc.

Signature



Title

April 9, 2013

EXHIBIT "G"

DRUG POLICY COMPLIANCE DECLARATION

I, Jan Hillibrand, Secretary as an owner or officer of
 (Name) (Print/Type) (Title)
Ranger Specialized Glass Inc. (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from October 2012 to April 20 13

- [Signature] Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).
- [Signature] Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.
- [Signature] Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.
- [Signature] Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of total employees on safety impact positions during this reporting period is 0
- [Signature] Initial From October 1, 2012 to April 1, 2013 the following testing has occurred:
 (start date) (end date)

Reasonable Post

Random Suspicion Accident Total

Number of Employees Tested

Number of Employees Positive

Percent Employees Positive

6	0	0	6
0	0	0	0
0	0	0	0

[Signature] Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

[Signature] Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

April 9, 2013

Date

Contractor Name

Ranger Specialized Glass Inc.

Signature

[Signature]

Title

April 9, 2013

EXHIBIT "H"
FEES AND COSTS

Glass Replacement and Repair Services Yr 1

BID ITEM	DESCRIPTION	Percent/Hour	UNIT PRICE
1	Materials, Supplies, Parts, and Equipment	Percent	13
2	Storm Protective Measures for EMERGENCY ONLY - Materials for Securing/Boarding of Windows, Doors, and Other Glass Installation, as needed.	Percent	13
3	LABOR, PER HOUR OVERTIME; Regular Hours - 7:00 a.m. through 5:00 p.m. Monday through Friday	Hourly	\$43.25
	LABOR, PER HOUR OVERTIME; Overtime Hours - 5:01 p.m. through 6:59 a.m. Monday through Friday	Hourly	\$64.87
4	LABOR, PER HOUR OVERTIME; Saturday/Sunday Regular Hours - 7:00 a.m. through 5:00 p.m. Saturday through Sunday	Hourly	\$64.87
5	LABOR, PER HOUR OVERTIME; Saturday/Sunday Overtime Hours - 5:01 p.m. through 6:59 a.m. Saturday through Monday	Hourly	\$64.87
6	10022030; LABOR, PER HOUR OVERTIME; Emergency Hours - 24/7, as needed	Hourly	\$64.87
7	LABOR, PER HOUR OVERTIME; Holiday Hours - 12:00 a.m. through 11:59 p.m. on all Official City of Houston Holiday approved by City Council.	Hourly	\$64.87

Glass Replacement and Repair Services Yr 2

BID ITEM	DESCRIPTION	Percent/Hour	UNIT PRICE
1	Materials, Supplies, Parts, and Equipment	Percent	13
2	Storm Protective Measures for EMERGENCY ONLY - Materials for Securing/Boarding of Windows, Doors, and Other Glass Installation, as needed.	Percent	13
3	LABOR, PER HOUR OVERTIME; Regular Hours - 7:00 a.m. through 5:00 p.m. Monday through Friday	Hourly	\$43.25
	LABOR, PER HOUR OVERTIME; Overtime Hours - 5:01 p.m. through 6:59 a.m. Monday through Friday	Hourly	\$64.87
4	LABOR, PER HOUR OVERTIME; Saturday/Sunday Regular Hours - 7:00 a.m. through 5:00 p.m. Saturday through Sunday	Hourly	\$64.87
5	LABOR, PER HOUR OVERTIME; Saturday/Sunday Overtime Hours - 5:01 p.m. through 6:59 a.m. Saturday through Monday	Hourly	\$64.87
6	10022030; LABOR, PER HOUR OVERTIME; Emergency Hours - 24/7, as needed	Hourly	\$64.87
7	LABOR, PER HOUR OVERTIME; Holiday Hours - 12:00 a.m. through 11:59 p.m. on all Official City of Houston Holiday approved by City Council.	Hourly	\$64.87

EXHIBIT "H"
FEES AND COST

Glass Replacement and Repair Services Yr 3

BID ITEM	DESCRIPTION	Percent/Hour	UNIT PRICE
1	Materials, Supplies, Parts, and Equipment	Percent	13
2	Storm Protective Measures for EMERGENCY ONLY - Materials for Securing/Boarding of Windows, Doors, and Other Glass Installation, as needed.	Percent	13
3	LABOR, PER HOUR OVERTIME; Regular Hours - 7:00 a.m. through 5:00 p.m. Monday through Friday	Hourly	\$43.25
	LABOR, PER HOUR OVERTIME; Overtime Hours - 5:01 p.m. through 6:59 a.m. Monday through Friday	Hourly	\$64.87
4	LABOR, PER HOUR OVERTIME; Saturday/Sunday Regular Hours - 7:00 a.m. through 5:00 p.m. Saturday through Sunday	Hourly	\$64.87
5	LABOR, PER HOUR OVERTIME; Saturday/Sunday Overtime Hours - 5:01 p.m. through 6:59 a.m. Saturday through Monday	Hourly	\$64.87
6	10022030; LABOR, PER HOUR OVERTIME; Emergency Hours - 24/7, as needed	Hourly	\$64.87
7	LABOR, PER HOUR OVERTIME; Holiday Hours - 12:00 a.m. through 11:59 p.m. on all Official City of Houston Holiday approved by City Council.	Hourly	\$64.87

Glass Replacement and Repair Services Yr 4, Option Yr. 1

BID ITEM	DESCRIPTION	Percent/Hour	UNIT PRICE
1	Materials, Supplies, Parts, and Equipment	Percent	13
2	Storm Protective Measures for EMERGENCY ONLY - Materials for Securing/Boarding of Windows, Doors, and Other Glass Installation, as needed.	Percent	13
3	LABOR, PER HOUR OVERTIME; Regular Hours - 7:00 a.m. through 5:00 p.m. Monday through Friday	Hourly	\$43.25
	LABOR, PER HOUR OVERTIME; Overtime Hours - 5:01 p.m. through 6:59 a.m. Monday through Friday	Hourly	\$64.87
4	LABOR, PER HOUR OVERTIME; Saturday/Sunday Regular Hours - 7:00 a.m. through 5:00 p.m. Saturday through Sunday	Hourly	\$64.87
5	LABOR, PER HOUR OVERTIME; Saturday/Sunday Overtime Hours - 5:01 p.m. through 6:59 a.m. Saturday through Monday	Hourly	\$64.87
6	10022030; LABOR, PER HOUR OVERTIME; Emergency Hours - 24/7, as needed	Hourly	\$64.87
7	LABOR, PER HOUR OVERTIME; Holiday Hours - 12:00 a.m. through 11:59 p.m. on all Official City of Houston Holiday approved by City Council.	Hourly	\$64.87

EXHIBIT "H"
FEES AND COST

Glass Replacement and Repair Services Yr 5, Option Yr. 2

BID ITEM	DESCRIPTION	Percent/Hour	UNIT PRICE
1	Materials, Supplies, Parts, and Equipment	Percent	13
2	Storm Protective Measures for EMERGENCY ONLY - Materials for Securing/Boarding of Windows, Doors, and Other Glass Installation, as needed.	Percent	13
3	LABOR, PER HOUR OVERTIME; Regular Hours - 7:00 a.m. through 5:00 p.m. Monday through Friday	Hourly	\$43.25
	LABOR, PER HOUR OVERTIME; Overtime Hours - 5:01 p.m. through 6:59 a.m. Monday through Friday	Hourly	\$64.87
4	LABOR, PER HOUR OVERTIME; Saturday/Sunday Regular Hours - 7:00 a.m. through 5:00 p.m. Saturday through Sunday	Hourly	\$64.87
5	LABOR, PER HOUR OVERTIME; Saturday/Sunday Overtime Hours - 5:01 p.m. through 6:59 a.m. Saturday through Monday	Hourly	\$64.87
6	10022030; LABOR, PER HOUR OVERTIME; Emergency Hours - 24/7, as needed	Hourly	\$64.87
7	LABOR, PER HOUR OVERTIME; Holiday Hours - 12:00 a.m. through 11:59 p.m. on all Official City of Houston Holiday approved by City Council.	Hourly	\$64.87

**City of Houston
Certification of Compliance with
Pay or Play Program**



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